

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Mark A. Siegel & Associates, Inc 2103 O Street, N.W. Washington, D.C. 20037		2. Registration No. 028467
3. Name of foreign principal Government of the Republic of Kazakhstan	4. Principal address of foreign principal Astana, Kazakhstan	
5. Indicate whether your foreign principal is one of the following: <input checked="" type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Association <input type="checkbox"/> Individual-State nationality _____ <input type="checkbox"/> Committee <input type="checkbox"/> Voluntary group <input type="checkbox"/> Other (specify) _____		
6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant. Agency for Strategic Planning & Reforms b) Name and title of official with whom registrant deals. E.A. Utembauev		
7. If the foreign principal is a foreign political party, state: a) Principal address. b) Name and title of official with whom registrant deals. c) Principal aim		

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐


Controlled by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Date of Exhibit A 9/25/98	Name and Title Brian Sailer, Executive	Signature 
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INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Mark A. Siegel & Assoc., Inc.	2. Registration No. 4200	029768
3. Name of Foreign Principal Government of the Republic of Kazakhstan		

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.


The Registrant shall assist the Republic in the development and implementation of strategies and will provide oral and written advice in connection with the development of programs and initiatives directed at the economic and democratic reforms of the Republic.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.
(see section 7.)

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The Registrant, in an effort to inform and educate on the democratic and economic reforms of the Republic, may from time to time contact members of the Administration, Congress, Universities, Think Tanks, and NGOs.

Date of Exhibit B	Name and Title	Signature
9/25/98	Brian Sailer, Exec. VP	

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political interests, policies, or relations of a government of a foreign country or a foreign political party.

СОГЛАШЕНИЕ О ПРОФЕССИОНАЛЬНЫХ УСЛУГАХ

Настоящее Соглашение о профессиональных услугах («Соглашение»), заключено 1 августа 1998 г. между Республикой Казахстан («Республика»), г-ном Марком Сигелем и фирмой «Марк А. Сигель энд Ассошиэйтс» («МСА») (отдельно «Консультант» и в совокупности «Консультанты»).

- Перечень услуг. Время от времени по указанию соответствующих уполномоченных представителей Республики, Консультант оказывает Республике содействие в разработке и осуществлении стратегий и предоставляет консультации и поддержку по связям с общественностью в устном и письменном виде в связи с разработкой программ мероприятий, направленных на экономическую либерализацию и политическую демократизацию Республики. Консультант гарантирует, что все подобные услуги будут предоставляться либо непосредственно Сигелем или же при его личном участии. Сигель имеет право использовать поддержку МСА и/или таких специалистов-третьих лиц, привлечение которых Сигель, по своему собственному усмотрению, посчитает необходимым и обоснованным для предоставления Республике эффективных и квалифицированных консультационных услуг, описанных в настоящем Соглашении.
- Гонорары. Консультант получает оплату по ставке в 42 500 долларов США в месяц («Сумма ежемесячного гонорара»). Фактическая сумма гонораров Консультанта будет определяться на основе согласованных почасовых и/или дневных ставок Сигеля и сотрудников МСА, помноженных на фактическое количество засчитанных часов и/или дней, отражаемых в учетах, которые будут вести Консультанты. Вся работа, осуществляемая Сигелем в Республике, оплачивается по согласованной ставке в 3 000 долларов США в день. Вся работа, осуществляемая Сигелем за пределами Республики, оплачивается по согласованной почасовой ставке в 350 долларов США в день. Услуги других сотрудников Консультантов оплачиваются по согласованной смешанной ставке в 100 долларов США в час. Консультанты не получают компенсацию за затраты на поездки в Республику и из Республики, имеющие место в выходные дни. Консультанты признают, что Сумма ежемесячного гонорара определена на

основе добропорядочных расчетов среднего объема работы, которую Консультанты планируют осуществлять каждый месяц, на основе согласованных ставок, установленных в настоящем Соглашении. В тех случаях, когда сумма гонорара (рассчитанная на основе согласованных ставок) за фактический объем работы, осуществляемой Консультантами в течении соответствующего квартала, будет меньше или больше Суммы ежемесячного гонорара, Республика и Консультанты добропорядочно обговаривают соответствующие корректировки к Сумме ежемесячного гонорара и/или имеющие обратную силу корректировки гонорара на основе фактического объема работы, выполненной Консультантами.

3. Затраты. Республика возмещает Консультантам все необходимые расходы и затраты, включая телефон, факс, распечатку, почтовые услуги, секретарскую переработку и другие затраты, непосредственно связанные с предоставлением консультационных услуг согласно условиям настоящего Соглашения. Республика согласна произвести предоплату затрат, связанных с поездкой Консультантов первым классом в Республику и из нее. Республика несет ответственность за прямую оплату всех расходов на переводческие услуги.
4. Договоренности по оплате. В течение 5 дней со дня подписания и вручения друг другу настоящего Соглашения, Республика выплачивает Консультантам первоначальную сумму гонорара за период со дня подписания настоящего Соглашения до 31 сентября 1998 г. («Первоначальный гонорар»). Затем, Республика выплатит Консультантам поквартальные гонорары («Поквартальные гонорары») 30 сентября 1998 г. за 4-ый квартал 1998 г., 16 ноября 1998 г. за 1-ый квартал 1999 г., 15 февраля за 2-ой квартал 1999 г. и 17 мая за оставшийся период 3-го квартала 1999 г. Сумма Первоначального гонорара и каждого Поквартального гонорара определяется на основе Суммы помесячного гонорара и переводится Республикой на счет(-а) банка, указанного Консультантам в письменном виде. 31 сентября 1998 г. Консультанты направят Республике первоначальный отчет о предоставленных услугах и понесенных затратах за период с 1 августа 1998 г. до 31 сентября 1998 г. Затем, Консультанты направляют счета за предоставленные услуги и

понесенные затраты на поквартальной основе, начиная с 4-го квартала 1998 г. и заканчивая 3-им кварталом 1999 г. В дополнение к поквартальным отчетам Консультанты представляют Республике ежемесячные отчеты, содержащие количество отработанных часов, имена сотрудников, ведущих учет времени, краткий отчет по предоставленным услугам и сумму возмещенных затрат, понесенных за соответствующий месяц.

5. Сроки. Настоящее Соглашение вступает в силу со дня, указанного выше, и действует в течении первоначального периода в один год, если только не будет продлен по взаимному согласию Правительства и Консультантов. Республика или Консультанты могут в любое время прекратить действие настоящего Соглашения через шестьдесят дней после предварительного письменного уведомления.
6. Конфликт. Республика и Консультанты признают, что неконкретный перечень услуг может привести к потенциальному конфликту интересов. В случае возникновения какого-либо конфликта интересов Республика и Консультант будут стремиться найти справедливое взаимно приемлемое решение, при условии, однако, что, если Республика по своему усмотрению определит, что конкретный конфликт интересов может нанести материальный ущерб ее интересам, она имеет право отказать Консультанту в предоставлении ему разрешения на планируемые Консультантом действия.
7. Юридическое соответствие. Консультанты в совокупности и в отдельности заверяют и гарантируют Республике, что все действия и мероприятия, предпринимаемые Консультантами в соответствии с настоящим Соглашением, находятся в полном соответствии с юридическими требованиями США, включая помимо прочего, Акт о коррумпированной деятельности за рубежом и Закон о регистрации иностранных агентов. Республика заверяет и гарантирует Консультантам, что все действия Консультанта, предусмотренные настоящим Соглашением, находятся в полном соответствии с законами Республики Казахстан.

8. Конфиденциальность. Правительство и Консультанты признают, что предмет настоящего Соглашения требует высокой степени конфиденциальности. Соответственно, одновременно с подписанием настоящего Соглашения Республика и Консультанты подписывают Соглашение о конфиденциальности, прилагаемый к настоящему Соглашению в качестве Приложения I.
9. Изменения. Настоящее Соглашение может быть дополнено или иным образом изменено только письменным документом, подписанным Республикой и Консультантами.

В СВИДЕТЕЛЬСТВО ВЫШЕИЗЛОЖЕННОГО, Республика и Консультанты подписали и вручили друг другу настоящее Соглашение в дату, указанную выше.

РЕСПУБЛИКА КАЗАХСТАН

МАРК А. СИГЕЛЬ ЭНД
АССОШИЭЙТС

Подпись: _____

Подпись: _____

Имя: _____

Имя: _____

Должность: _____

Должность: _____

МАРК А. СИГЕЛЬ

[ПОДПИСЬ]

28 августа 1998 г.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is made as of this 1st day of August, 1998, by and among the Republic of Kazakhstan (the "Republic"), Mr. Mark A. Siegel ("Siegel") and the firm of Mark A. Siegel & Associates ("MSA") (each a "Consultant" and collectively "Consultants").

1. Scope of Engagement. As directed from time to time by duly authorized representatives of the Republic, the Consultants shall assist the Republic with the development and implementation of strategies and will provide oral and written advice and public relations support in connection with the development of programs and initiatives directed at the economic liberalization and political democratization of the Republic. The Consultants shall ensure that all such services will be provided either directly by Siegel or with Siegel's significant personal involvement. Siegel will have the right to utilize the general support of MSA and/or such third party experts as Siegel, in his sole discretion, will deem necessary and appropriate to effectively and efficiently provide professional services described herein to the Republic.

2. Fees. The Consultants shall be compensated at the rate of \$42,500.00 per month (the "Monthly Retainer Amount"). The actual amount of the Consultants' fees shall be determined based on agreed hourly and/or daily rates of Siegel and MSA employees multiplied by the actual number of hours and/or days billed, as reflected in the billing records to be maintained by the Consultants. All work performed by Siegel in the Republic shall be compensated at the agreed rate of \$3,000.00 per day. All work performed by Siegel outside of the Republic shall be compensated at the agreed hourly rate of \$350.00 per hour. The services of all other employees of the Consultants shall be provided at the agreed blended rate of \$100.00 per hour. The Consultants shall not be compensated for travel to and from the Republic on weekends. The Consultants recognize that the Monthly Retainer Amount was determined based on good faith estimates of the average amount of work the Consultants are expected to perform each month based on the agreed rates set forth herein. To the extent the actual amount of work performed by the Consultants during the relevant quarter produces a fee amount (based on the agreed rates) smaller or greater than the Monthly Retainer Amount, the Republic and the Consultants shall negotiate in good faith appropriate adjustments to the Monthly Retainer Amount and/or retroactive fee adjustments based on the actual amount of work performed by the Consultants.

3. Expenses. The Republic shall reimburse the Consultants for all necessary costs and expenses, including telephone, fax, printing, messenger services, secretarial overtime, and other out-of-pocket expenses directly associated with the delivery of professional services pursuant to the terms hereof. The Republic agrees to prepay all expenses associated with first class travel by the Consultants to and from the Republic. The Republic shall be responsible for direct payment to vendors for all translation expenses.

4. Payment Arrangements. Within 5 days from the date of the execution and delivery of this Agreement by the parties hereto, the Republic shall pay the Consultants the initial retainer amount for the period from the date hereof until September 31, 1998 ("Initial Retainer"). Thereafter, the Republic shall pay the Consultants quarterly retainers ("Quarterly Retainers") on September 30, 1998 for the 4th quarter of 1998, on November 16, 1998 for the 1st quarter of 1999, on February 15 for the 2nd quarter of 1999 and on May 17 for the balance of the 3rd quarter of 1999. The amount of the Initial Retainer and each Quarterly Retainer shall be determined based on the Monthly Retainer Amount and shall be transferred by the Republic by wire transfer into a bank account(s) specified in writing by the Consultants. On September 31, 1998, the Consultants shall submit to the Republic the initial statement for services rendered and expenses incurred for the period from August 1, 1998 through September 31, 1998. Thereafter, the Consultants shall submit invoices for services rendered and expenses incurred on a quarterly basis beginning with the 4th quarter of 1998 and ending at the close of the 3rd quarter of 1999. In addition to the quarterly statements, the Consultants shall provide the Republic with monthly statements indicating the number of hours worked, names of time keepers, brief summary of services, and the amount of reimbursable expenses incurred for the relevant month. m3

5. Term. This Agreement shall become effective as of the date first above written and shall continue in effect for the initial term of one year, unless extended by mutual agreement of the Government and the Consultants. The Republic or the Consultants may terminate this Agreement at any time upon a sixty day written notice.

6. Conflict. The Republic and the Consultants recognize that the broad scope of this engagement could lead to potential conflicts of interest. Should any such conflict of interest arise, the Republic and the Consultants will seek in good faith to find a mutually acceptable solution, provided, however, that if the Republic shall determine in its sole discretion that a particular conflict of interest can have a material adverse effect on its interests, it shall have the right to refuse to grant to the Consultants a waiver of such conflict.

7. Legal Compliance. The Consultants jointly and severally represent and warrant to the Republic that all actions and activities undertaken by the Consultants pursuant to this Agreement are in full compliance with U.S. legal requirements, including, without limitation, the Foreign Corrupt Practices Act and the Foreign Agents Registration Act. The Republic represents and warrants to the Consultants that all actions of the Consultants contemplated by this Agreement are in full compliance with the laws of the Republic of Kazakhstan.

8. Confidentiality. The Government and the Consultants recognize that the subject matter of this Agreement requires the highest degree of confidentiality. Accordingly, contemporaneously with the execution hereof, the Republic and the Consultants executed the Confidentiality Agreement attached hereto as Annex I.

9. Amendment. This Agreement may be amended, supplemented or otherwise modified only by a written instrument executed by the Republic and the Consultants.

IN WITNESS WHEREOF, the Republic and the Consultants have executed and

delivered this Agreement as of the date first above written.

REPUBLIC OF KAZAKHSTAN

By: _____

Name: _____

Title: _____

MARK A. SIEGEL & ASSOCIATES

By: Mark A. Siegel

Name: President, Mark A. Siegel

Title: President

MARK A. SIEGEL

Mark A. Siegel

8/28/98